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*Attorneys for Defendants Diamondback Shooting Sports, Inc.,
Loan Prairie, LLC d/b/a The Hub, SNG Tactical, LLC and Sprague's Sports, Inc.*

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Estados Unidos Mexicanos,

Plaintiff,

vs.

Diamondback Shooting Sports, Inc., an
Arizona corporation; SNG Tactical, LLC,
an Arizona limited liability company;
Loan Prairie, LLC D/B/A The Hub, an
Arizona limited liability company; Ammo
A-Z, LLC, an Arizona limited liability
company; Sprague's Sports, Inc., an
Arizona corporation,

Defendants.

Judge Cindy K. Jorgenson

Case No: 4:22-cv-00472-CKJ

**LOAN PRAIRIE, LLC'S ANSWER
AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT**

JURY TRIAL DEMANDED

Defendant Loan Prairie, LLC d/b/a The Hub ("Loan Prairie") by and through its attorneys,

1 Renzulli Law Firm, LLP and Lorber, Greenfield & Olsen, LLP, respectfully submits its Answer to
2 Plaintiff's Complaint as follows:

3
4 **I. INTRODUCTION**

5 1. Loan Prairie denies the allegations in Paragraph 1 of the Complaint, except admits that it
6 is a Federal Firearms Licensee located in the State of Arizona. To the extent the allegations in Paragraph
7 1 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information
8 sufficient to form a belief about the truth of such allegations, and refers all questions of law to this
9 Honorable Court.

10 2. Loan Prairie denies the allegations in Paragraph 2 of the Complaint. To the extent the
11 allegations in Paragraph 2 of the Complaint are directed to other defendants, Loan Prairie denies knowledge
12 or information sufficient to form a belief about the truth of such allegations, so same are denied.

13 3. Loan Prairie states that the allegations in Paragraph 3 of the Complaint are directed to
14 another defendant. To the extent that a response is required, it denies knowledge or information sufficient to
15 form a belief about the truth of the allegations in Paragraph 3 of the Complaint, and refers all questions of
16 law to this Honorable Court.

17 4. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
18 the actions of the United States or persons unaffiliated with Loan Prairie in Paragraph 4 of the Complaint,
19 so same are denied, but Loan Prairie specifically denies any allegation in Paragraph 4 of the Complaint that
20 Loan Prairie had actual or constructive knowledge of any alleged illegal activity taking place on its
21 premises. To the extent the allegations in Paragraph 4 of the Complaint are directed to other defendants,
22 Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations,
23 and refers all questions of law to this Honorable Court.

24 5. Loan Prairie denies the allegations in Paragraph 5 of the Complaint. To the extent the
25 allegations in Paragraph 5 of the Complaint are directed to other defendants, Loan Prairie denies knowledge
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1 or information sufficient to form a belief about the truth of such allegations, so same are denied.

2 6. Loan Prairie denies the allegations in Paragraph 6 of the Complaint. To the extent the
3 allegations in Paragraph 6 of the Complaint are directed to other defendants, Loan Prairie denies knowledge
4 or information sufficient to form a belief about the truth of such allegations. To the extent the allegations in
5 Paragraph 6 of the Complaint relate to Plaintiff's purported motivation in bringing this lawsuit, Loan Prairie
6 denies knowledge or information sufficient to form a belief. Defendant refers all questions of law to this
7 Honorable Court.
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9 7. Loan Prairie denies the allegations in Paragraph 7 of the Complaint and refers all questions
10 of law to this Honorable Court.

11 8. Loan Prairie states that the allegations in Paragraph 8 of the Complaint are not directed to
12 any defendant, and as such, no response is required. To the extent that a response is required, it denies
13 knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 8 of the
14 Complaint.
15

16 9. Loan Prairie denies the allegations in Paragraph 9 of the Complaint. To the extent the
17 allegations in Paragraph 9 of the Complaint are directed to other defendants, Loan Prairie denies knowledge
18 or information sufficient to form a belief about the truth of such allegations, so same are denied.

19 10. Loan Prairie denies the allegations in Paragraph 10 of the Complaint. To the extent the
20 allegations in Paragraph 10 of the Complaint are directed to other defendants, Loan Prairie denies
21 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
22 To the extent the allegations in Paragraph 10 relate to information outside the knowledge of any defendant,
23 Loan Prairie denies knowledge or information sufficient to form a belief.
24

25 11. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50) and the choice of law analysis
26 contained therein, Mexican law does not apply. Notwithstanding, Loan Prairie denies the allegations in
27 Paragraph 11 of the Complaint to the extent they relate to purported violations of U.S. federal and state
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statutes, and refers all questions of law to this Honorable Court. To the extent the allegations in Paragraph 11 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

13. Paragraph 13 of the Complaint solely outlines a request for relief, to which a response is not required. To the extent that a response is required, Loan Prairie denies the allegations in Paragraph 13 of the Complaint, notes that the U.S. Government already monitors defendants' firearms sales practices through the Department of Justice's Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"), and refers all questions of law to this Honorable Court.

14. Loan Prairie admits that Plaintiff is a sovereign nation that shares a border with the United States. The remaining allegations in Paragraph 14 of the Complaint call for legal conclusions to which no response is required. To the extent that a response is required, Loan Prairie denies the allegations in Paragraph 14 of the Complaint, and refers all questions of law to this Honorable Court.

1 16. Loan Prairie states that the allegations in Paragraph 16 of the Complaint are directed to
2 another defendant. To the extent that a response is required, it denies knowledge or information sufficient to
3 form a belief about the truth of the allegations in Paragraph 16 of the Complaint, and refers all questions of
4 law to this Honorable Court.

5 17. Loan Prairie denies the allegations in Paragraph 17 of the Complaint, except admits that it is
6 a corporation organized and existing under the laws of the State of Arizona.

7 18. Loan Prairie states that the allegations in Paragraph 18 of the Complaint are directed to
8 another defendant. To the extent that a response is required, it denies knowledge or information sufficient to
9 form a belief about the truth of the allegations in Paragraph 18 of the Complaint, and refers all questions of
10 law to this Honorable Court.

11 19. Loan Prairie states that the allegations in Paragraph 19 of the Complaint are directed to
12 another defendant. To the extent that a response is required, it denies knowledge or information sufficient to
13 form a belief about the truth of the allegations in Paragraph 19 of the Complaint, and refers all questions of
14 law to this Honorable Court.

15 20. Loan Prairie denies the allegations in Paragraph 20 of the Complaint. To the extent that the
16 allegations in Paragraph 20 of the Complaint are directed to other defendants, Loan Prairie denies
17 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

21 **III. JURISDICTION AND VENUE**

22 21. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
23 (Counts Nine through Thirteen of the Complaint) were dismissed, and as such, such claims do not form the
24 basis for subject matter jurisdiction. Loan Prairie admits that there is complete diversity between the
25 Plaintiff and defendants, denies that Plaintiff's claims for damages have any value, and refers all questions
26 of law to this Honorable Court as to whether diversity jurisdiction exists.

27 22. Loan Prairie denies that any "events or omissions" committed by it give rise to any claim
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1 being brought by Plaintiff, but admits that based on the allegations in the Complaint, venue is proper in this
2 District.

3 IV. DEFENDANTS

4 23. Loan Prairie denies the allegations in Paragraph 23 of the Complaint. To the extent that the
5 allegations in Paragraph 23 of the Complaint are directed to other defendants, Loan Prairie denies
6 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
7

8 24. Loan Prairie denies the allegations in Paragraph 24 of the Complaint. To the extent that the
9 allegations in Paragraph 24 of the Complaint are directed to other defendants, Loan Prairie denies
10 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

11 25. Loan Prairie denies the allegations in Paragraph 25 of the Complaint To the extent that the
12 allegations in Paragraph 25 of the Complaint are directed to other defendants, Loan Prairie denies
13 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
14

15 26. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 26 of the Complaint, so same are denied.

17 27. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
18 the allegations in Paragraph 27 of the Complaint, so same are denied.

19 28. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
20 the allegations in Paragraph 28 of the Complaint, so same are denied.
21

22 29. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
23 the allegations in Paragraph 29 of the Complaint, so same are denied.

24 30. The allegations in Paragraph 30 of the Complaint relate to Plaintiff's intentions related to
25 filing this lawsuit and the substance of its legal claims, to which no response is required by this Defendant.
26 To the extent that a response is required, Loan Prairie denies that it knowingly and systematically
27 participates in any scheme to traffic firearms into Mexico, and denies knowledge or information to form a
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1 belief about the truth of the allegations in Paragraph 30 of the Complaint as asserted against other
2 defendants, so same are denied.

3 31. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 31 of the Complaint regarding the number of federal firearms licensees located
5 in Arizona or the population of Arizona, so same are denied. Loan Prairie denies the remaining allegations
6 in Paragraph 31 of the Complaint.

7
8 32. Loan Prairie denies the allegations in Paragraph 32 of the Complaint. To the extent that the
9 allegations in Paragraph 32 of the Complaint are directed to other defendants, Loan Prairie denies
10 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

11 33. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 33 of the Complaint, so same are denied.

13
14 34. Loan Prairie denies the allegations in Paragraph 34 of the Complaint regarding the cartels
15 seeking out defendants' stores and denies knowledge or information sufficient to form a belief about the
16 truth of the allegations in Paragraph 34 of the Complaint regarding the number of gun dealers between
17 Nogales, Arizona and Loan Prairie, so same are denied. To the extent that the allegations in Paragraph 34 of
18 the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to
19 form a belief about the truth of such allegations, so same are denied.

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21 35. Loan Prairie denies the allegations in Paragraph 35 of the Complaint. To the extent that the
22 allegations in Paragraph 35 of the Complaint are directed to other defendants, Loan Prairie denies
23 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

24 36. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
25 the allegations in Paragraph 36 of the Complaint as to what a federal judge said or did not say in an opinion
26 in 2003, but notes that Loan Prairie was not a party to the lawsuit referenced in Paragraph 36 of the
27 Complaint and denies that decision has any relevance or effect on the claims in this case.
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1 37. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
2 the allegations in Paragraph 37 of the Complaint, but denies that the number of traces connected to a
3 particular federal firearms licensee is evidence of any illegal, intentional or negligent conduct by such
4 licensee, as ATF has indicated on numerous occasions. Loan Prairie further denies knowledge or
5 information sufficient to form a belief about the truth as to what a federal judge said or did not say in an
6 opinion in 2003, but notes that Loan Prairie was not a party to the lawsuit referenced in Paragraph 37 of the
7 Complaint and denies that decision has any relevance or effect on the claims in this case.
8

9 38. Loan Prairie denies the allegations in Paragraph 38 of the Complaint. To the extent that
10 the allegations in Paragraph 38 of the Complaint are directed to other defendants, Loan Prairie denies
11 knowledge or information sufficient to form a belief about the truth of such allegations, so same are
12 denied.
13

14 39. Loan Prairie denies the allegations in Paragraph 39 of the Complaint. To the extent that the
15 allegations in Paragraph 39 of the Complaint are directed to other defendants, Loan Prairie denies
16 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
17

18 40. Loan Prairie denies the allegations in Paragraph 40 of the Complaint. To the extent that the
19 allegations in Paragraph 40 of the Complaint are directed to other defendants, Loan Prairie denies
20 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
21

22 41. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
23 to the action herein, and as such, no response to portions of Paragraph 41 of the Complaint is required. Loan
24 Prairie denies that it engages in any of the activities alleged in Paragraph 41 of the Complaint, refers all
25 questions of law to this Honorable Court, but admits that a licensed dealer who knowingly transfers or sells
26 a firearm to a person it knows is not the "actual transferee/buyer" of the firearm, as that term is defined by
27 the ATF, may be in violation of U.S. law.
28

 42. Loan Prairie denies the allegations in Paragraph 42 of the Complaint except admits that

1 pursuant to 18 U.S.C. § 923(g)(3)(A) and 27 C.F.R. § 478.126a, federally licensed dealers are required to
2 file a Report of Multiple Sale or Other Disposition of Pistols and Revolvers (ATF Form 3310.4) when two
3 or more handguns are disposed of to a non-licensee within a five (5) business day period, and this Report is
4 sent to ATF and a designated local law enforcement agency.

5
6 43. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 43 of the Complaint except admits federally licensed dealers located in
8 Arizona, California, New Mexico and Texas are required to file a Report of Multiple Sale or Other
9 Disposition of Certain Rifles (ATF Form 3310.12) when two or more semiautomatic rifles capable of
10 accepting a detachable magazine and with a caliber greater than .22 are disposed of within a five (5)
11 business day period to an unlicensed person.

12
13 44. Loan Prairie denies the allegations in Paragraph 44 of the Complaint. To the extent that the
14 allegations in Paragraph 44 of the Complaint refer to “buyers,” “traffickers,” and the “illegal market in
15 Mexico,” Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
16 allegations, so same are denied.

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18 45. Loan Prairie denies the allegations in Paragraph 45 of the Complaint. To the extent that the
19 allegations in Paragraph 45 of the Complaint are directed to other defendants, Loan Prairie denies
20 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

21 46. Loan Prairie denies the allegations in Paragraph 46 of the Complaint.

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23 47. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
24 the allegations in Paragraph 47 of the Complaint as to what a federal judge said or did not say in an opinion
25 in 2003, but notes that Loan Prairie was not a party to the lawsuit referenced in Paragraph 47 of the
26 Complaint and denies that decision has any relevance or effect on the claims in this case.

27
28 48. Loan Prairie denies the allegations in Paragraph 48 of the Complaint. To the extent that the
allegations in Paragraph 48 of the Complaint are directed to other defendants, Loan Prairie denies

1 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

2 49. Loan Prairie denies the allegations in Paragraph 49 of the Complaint and refers all questions
3 of law to this Honorable Court.

4 50. Loan Prairie denies the allegations in Paragraph 50 of the Complaint. To the extent that the
5 allegations in Paragraph 50 of the Complaint are directed to other defendants, Loan Prairie denies
6 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

7 51. Loan Prairie denies the allegations in Paragraph 51 of the Complaint.

8 52. Loan Prairie denies the allegations in Paragraph 52 of the Complaint and refers all questions
9 of law to this Honorable Court. To the extent that the allegations in Paragraph 52 of the Complaint are
10 directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about
11 the truth of such allegations, so same are denied.

12 53. Loan Prairie denies the allegations in Paragraph 53 of the Complaint. To the extent that the
13 allegations in Paragraph 53 of the Complaint are directed to other defendants, Loan Prairie denies
14 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

15 **V. EXAMPLES OF SPECIFIC SALES**

16 54. Loan Prairie denies the allegations in Paragraph 54 of the Complaint. To the extent that the
17 allegations in Paragraph 54 of the Complaint are directed to other defendants, Loan Prairie denies
18 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

19 55. Loan Prairie denies the allegations in Paragraph 55 of the Complaint. To the extent that the
20 allegations in Paragraph 55 of the Complaint are directed to other defendants, Loan Prairie denies
21 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

22 56. There are no allegations of fact contained in Paragraph 56 of the Complaint, but Loan
23 Prairie denies any implication or inference of wrongdoing contained in Paragraph 56 of the Complaint.

24 57. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 57 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 58. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 58 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6
7 59. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
8 the allegations in Paragraph 59 of the Complaint, as they are not directed to Loan Prairie, so same are
9 denied.

10 60. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
11 the allegations in Paragraph 60 of the Complaint, as they are not directed to Loan Prairie, so same are
12 denied.

13 61. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
14 the allegations in Paragraph 61 of the Complaint, as they are not directed to Loan Prairie, so same are
15 denied.

16
17 62. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
18 the allegations in Paragraph 62 of the Complaint, as they are not directed to Loan Prairie, so same are
19 denied.

20 63. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
21 the allegations in Paragraph 63 of the Complaint, as they are not directed to Loan Prairie, so same are
22 denied.

23
24 64. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
25 the allegations in Paragraph 64 of the Complaint, as they are not directed to Loan Prairie, so same are
26 denied.

27 65. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 65 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 66. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 66 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6 67. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 67 of the Complaint, as they are not directed to Loan Prairie, so same are
8 denied.

9 68. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
10 the allegations in Paragraph 68 of the Complaint, as they are not directed to Loan Prairie, so same are
11 denied.

12 69. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
13 the allegations in Paragraph 69 of the Complaint, as they are not directed to Loan Prairie, so same are
14 denied.

15 70. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 70 of the Complaint, as they are not directed to Loan Prairie, so same are
17 denied.

18 71. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 71 of the Complaint, as they are not directed to Loan Prairie, so same are
20 denied.

21 72. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 72 of the Complaint, as they are not directed to Loan Prairie, so same are
23 denied.

24 73. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 73 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 74. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 74 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6 75. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 75 of the Complaint, as they are not directed to Loan Prairie, so same are
8 denied.

9 76. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
10 the allegations in Paragraph 76 of the Complaint, as they are not directed to Loan Prairie, so same are
11 denied.

12 77. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
13 the allegations in Paragraph 77 of the Complaint, as they are not directed to Loan Prairie, so same are
14 denied.

15 78. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 78 of the Complaint, as they are not directed to Loan Prairie, so same are
17 denied.

18 79. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 79 of the Complaint, as they are not directed to Loan Prairie, so same are
20 denied.

21 80. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 80 of the Complaint, as they are not directed to Loan Prairie, so same are
23 denied.

24 81. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 81 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 82. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 82 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6 83. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 83 of the Complaint, as they are not directed to Loan Prairie, so same are
8 denied.

9 84. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
10 the allegations in Paragraph 84 of the Complaint, as they are not directed to Loan Prairie, so same are
11 denied.

12 85. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
13 the allegations in Paragraph 85 of the Complaint, as they are not directed to Loan Prairie, so same are
14 denied.

15 86. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 86 of the Complaint, as they are not directed to Loan Prairie, so same are
17 denied.

18 87. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 87 of the Complaint, as they are not directed to Loan Prairie, so same are
20 denied.

21 88. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 88 of the Complaint, as they are not directed to Loan Prairie, so same are
23 denied.

24 89. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 89 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 90. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 90 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6 91. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 91 of the Complaint, as they are not directed to Loan Prairie, so same are
8 denied.

9 92. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
10 the allegations in Paragraph 92 of the Complaint, as they are not directed to Loan Prairie, so same are
11 denied.

12 93. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
13 the allegations in Paragraph 93 of the Complaint, as they are not directed to Loan Prairie, so same are
14 denied.

15 94. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 94 of the Complaint, as they are not directed to Loan Prairie, so same are
17 denied.

18 95. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 95 of the Complaint, as they are not directed to Loan Prairie, so same are
20 denied.

21 96. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 96 of the Complaint, as they are not directed to Loan Prairie, so same are
23 denied.

24 97. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 97 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 98. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 98 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6 99. Loan Prairie denies the allegations in Paragraph 99 of the Complaint and refers all questions
7 of law to this Honorable Court.

8 100. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
9 the allegations in Paragraph 100 of the Complaint, as they are not directed to Loan Prairie, so same are
10 denied.

11 101. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 101 of the Complaint, as they are not directed to Loan Prairie, so same are
13 denied.

14 102. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
15 the allegations in Paragraph 102 of the Complaint, as they are not directed to Loan Prairie, so same are
16 denied.

17 103. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
18 the allegations in Paragraph 103 of the Complaint, as they are not directed to Loan Prairie, so same are
19 denied.

20 104. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
21 the allegations in Paragraph 104 of the Complaint, as they are not directed to Loan Prairie, so same are
22 denied.

23 105. Loan Prairie denies the allegations in Paragraph 105 of the Complaint and refers all
24 questions of law to this Honorable Court.

1 106. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
2 the allegations in Paragraph 106 of the Complaint, as they are not directed to Loan Prairie, so same are
3 denied.

4 107. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
5 the allegations in Paragraph 107 of the Complaint, as they are not directed to Loan Prairie, so same are
6 denied.

7 108. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
8 the allegations in Paragraph 108 of the Complaint, as they are not directed to Loan Prairie, so same are
9 denied.

10 109. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
11 the allegations in Paragraph 109 of the Complaint, as they are not directed to Loan Prairie, so same are
12 denied.

13 110. Loan Prairie denies the allegations in Paragraph 110 of the Complaint and refers all
14 questions of law to this Honorable Court.

15 111. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 the allegations in Paragraph 111 of the Complaint, as they are not directed to Loan Prairie, so same are
17 denied.

18 112. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
19 the allegations in Paragraph 112 of the Complaint, as they are not directed to Loan Prairie, so same are
20 denied.

21 113. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
22 the allegations in Paragraph 113 of the Complaint, as they are not directed to Loan Prairie, so same are
23 denied.

24 114. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 114 of the Complaint, as they are not directed to Loan Prairie, so same are
2 denied.

3 115. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 115 of the Complaint, as they are not directed to Loan Prairie, so same are
5 denied.

6 116. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
7 the allegations in Paragraph 116 of the Complaint, as they are not directed to Loan Prairie, so same are
8 denied.

9 117. Loan Prairie denies the allegations in Paragraph 117 of the Complaint and refers all
10 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 117 of the
11 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
12 a belief about the truth of such allegations, so same are denied.

13 VI. DATA

14 118. Loan Prairie denies the allegations in Paragraph 118 of the Complaint. To the extent that the
15 allegations in Paragraph 118 of the Complaint are directed to other defendants, Loan Prairie denies
16 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

17 119. Loan Prairie denies the allegations in Paragraph 119 of the Complaint. To the extent that the
18 allegations in Paragraph 119 of the Complaint are directed to other defendants, Loan Prairie denies
19 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

20 120. Loan Prairie denies the allegations in Paragraph 120 of the Complaint. To the extent that the
21 allegations in Paragraph 120 of the Complaint are directed to other defendants, Loan Prairie denies
22 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

23 121. Loan Prairie denies the allegations in Paragraph 121 of the Complaint and refers all
24 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 121 of the
25

1 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
2 a belief about the truth of such allegations.

3 122. Loan Prairie denies the allegations in Paragraph 122 of the Complaint. To the extent that the
4 allegations in Paragraph 122 of the Complaint are directed to other defendants, Loan Prairie denies
5 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
6

7 123. Loan Prairie denies the allegations in Paragraph 123 of the Complaint. To the extent that the
8 allegations in Paragraph 123 of the Complaint are directed to other defendants and non-parties, Loan Prairie
9 denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are
10 denied.

11 124. Loan Prairie denies the allegations in Paragraph 124 of the Complaint.
12

13 **VII. DEFENDANTS' LEGAL DUTIES**

14 125. Loan Prairie denies the allegations in Paragraph 125 of the Complaint and refers all
15 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 125 of the
16 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
17 a belief about the truth of such allegations, so same are denied.

18 126. Loan Prairie denies the allegations in Paragraph 126 of the Complaint and refers all
19 questions of law to this Honorable Court.

20 127. Loan Prairie denies the allegations in Paragraph 127 of the Complaint and refers all
21 questions of law to his Honorable Court. To the extent that the allegations in Paragraph 127 of the
22 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
23 a belief about the truth of such allegations, so same are denied.
24

25 128. Loan Prairie denies the allegations in Paragraph 128 of the Complaint. To the extent that the
26 allegations in Paragraph 128 of the Complaint are directed to other defendants, Loan Prairie denies
27 knowledge or information to form a belief about the truth of such allegations, so same are denied.
28

1 129. Loan Prairie denies the allegations in Paragraph 129 of the Complaint and refers all
2 questions of law to this Honorable Court.

3 130. Loan Prairie denies the allegations in Paragraph 130 of the Complaint and refers all
4 questions of law to this Honorable Court.

5 131. Loan Prairie denies the allegations in Paragraph 131 of the Complaint and refers all
6 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 131 of the
7 Complaint are directed to other defendants, Loan Prairie denies knowledge or information to form a belief
8 about the truth of such allegations, so same are denied.

9 132. The Paragraph designated as “132” of the Complaint includes solely legal conclusions, and
10 as such, no response is necessary. However, in the event the Court determines that an answer is required,
11 Loan Prairie states that the referenced statutes and regulation speak for themselves, and refers all questions
12 of law to this Honorable Court.

13 133. The Paragraph designated as “133” of the Complaint includes solely legal conclusions, and
14 as such, no response is necessary. However, in the event the Court determines that an answer is required,
15 Loan Prairie states that the referenced statutes speak for themselves, and refers all questions of law to this
16 Honorable Court.

17 134. The Paragraph designated as “134” of the Complaint includes solely legal conclusions, and
18 as such, no response is necessary. However, in the event the Court determines that an answer is required,
19 Loan Prairie states that the referenced statute speaks for itself, Loan Prairie lacks knowledge or information
20 sufficient to form a belief as to why such laws were enacted, and refers all questions of law to this
21 Honorable Court.

22 135. Portions of the Paragraph designated as “135” of the Complaint include solely legal
23 conclusions, and as such, no response to same is necessary. Loan Prairie states that the referenced statutes
24 and regulations speak for themselves, Loan Prairie lacks knowledge or information sufficient to form a
25

1 belief as to why such laws were enacted, and refers all questions of law to this Honorable Court. However,
2 Loan Prairie admits that the “Bureau of Alcohol, Tobacco, Firearms and Explosives has partnered with the
3 National Shooting Sports Foundation . . . in designing an educational program to assist firearm retailers in
4 the detection and possible deterrence of ‘straw purchasers’ . . .”

5
6 136. Loan Prairie denies that the National Shooting Sports Foundation sets “standards” through
7 its “Don’t Lie for the Other Guy” campaign. Loan Prairie further states that the literature associated with
8 that educational campaign speaks for itself, and denies any remaining allegations in Paragraph 136 of the
9 Complaint.

10
11 137. Loan Prairie denies the allegations in Paragraph 137 of the Complaint, except admits that in
12 most circumstances, before transferring a firearm to any person who is not a licensed dealer, among other
13 requirements, a licensed dealer may have to conduct a background check, examine the prospective
14 buyer/transferee’s identification, and record the transaction on a firearm transaction record, also known as
15 an ATF Form 4473.

16
17 138. Loan Prairie denies the allegations in Paragraph 138 of the Complaint, except admits that in
18 most circumstances, before transferring a firearm to any person who is not a licensed dealer, among other
19 requirements, a buyer must fill out an ATF Form 4473, which currently contains question 21(a), which
20 states the following: “Are you the actual transferee/buyer of all of the firearm(s) listed on this form and any
21 continuation sheet(s) (ATF Form 5300.9A)? **Warning: You are not the actual transferee/buyer if you**
22 **are acquiring any of the firearm(s) on behalf of another person. If you are not the actual**
23 **transferee/buyer, the licensee cannot transfer any of the firearm(s) to you.** Exception: If you are
24 only picking up a repaired firearm(s) for another person, you are not required to answer 21.a. and may
25 proceed to question 21.b.”

26
27 139. The Paragraph designated as “139” of the Complaint includes solely legal conclusions, and
28 as such, no response is necessary. However, in the event the Court determines that an answer is required,

1 Loan Prairie states that the referenced statutes and regulations speak for themselves, Loan Prairie lacks
2 knowledge or information sufficient to form a belief as to why such laws were enacted, and refers all
3 questions of law to this Honorable Court.

4 140. The Paragraph designated as “140” of the Complaint includes solely legal conclusions, and
5 as such, no response is necessary. However, in the event the Court determines that an answer is required,
6 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
7 of law to this Honorable Court.

8 141. Loan Prairie states that the ATF Form 4473 speaks for itself, denies any remaining
9 allegations in Paragraph 141 of the Complaint, and refers all questions of law to his Honorable Court.

10 142. The Paragraph designated as “142” of the Complaint includes solely legal conclusions, and
11 as such, no response is necessary. However, in the event the Court determines that an answer is required,
12 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
13 of law to this Honorable Court.

14 143. The Paragraph designated as “143” of the Complaint includes solely legal conclusions, and
15 as such, no response is necessary. However, in the event the Court determines that an answer is required,
16 Loan Prairie states that the referenced statutes speak for themselves, and refers all questions of law to this
17 Honorable Court.

18 144. The Paragraph designated as “144” of the Complaint includes solely legal conclusions, and
19 as such, no response is necessary. However, in the event the Court determines that an answer is required,
20 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
21 of law to this Honorable Court.

22 145. The Paragraph designated as “145” of the Complaint includes solely legal conclusions, and
23 as such, no response is necessary. However, in the event the Court determines that an answer is required,
24 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
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1 of law to this Honorable Court.

2 146. Loan Prairie denies the allegations in Paragraph 146 of the Complaint and refers all
3 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 146 of the
4 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
5 a belief about the truth of such allegations, so same are denied.
6

7 147. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
8 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
9 sufficient to form a belief about the truth of the allegations in Paragraph 147 of the Complaint.

10 148. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
11 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
12 sufficient to form a belief about the truth of the allegations in Paragraph 148 of the Complaint.
13

14 149. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
15 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
16 sufficient to form a belief about the truth of the allegations in Paragraph 149 of the Complaint.

17 150. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
18 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
19 sufficient to form a belief about the truth of the allegations in Paragraph 150 of the Complaint, and refers all
20 questions of law to this Honorable Court.
21

22 151. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
23 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
24 sufficient to form a belief about the truth of the allegations in Paragraph 151 of the Complaint.

25 152. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
26 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
27 sufficient to form a belief about the truth of the allegations in Paragraph 152 of the Complaint.
28

1 153. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
2 to the action herein. To the extent that a response is required, Loan Prairie denies knowledge or information
3 sufficient to form a belief about the truth of the allegations in Paragraph 153 of the Complaint.

4 154. The Paragraph designated as “154” of the Complaint includes solely legal conclusions, and
5 as such, no response is necessary. However, in the event the Court determines that an answer is required,
6 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
7 of law to this Honorable Court.

8 155. The Paragraph designated as “155” of the Complaint includes solely legal conclusions, and
9 as such, no response is necessary. However, in the event the Court determines that an answer is required,
10 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
11 of law to this Honorable Court.

12 156. The Paragraph designated as “156” of the Complaint includes solely legal conclusions, and
13 as such, no response is necessary. However, in the event the Court determines that an answer is required,
14 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
15 of law to this Honorable Court.

16 157. The Paragraph designated as “157” of the Complaint includes solely legal conclusions, and
17 as such, no response is necessary. However, in the event the Court determines that an answer is required,
18 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
19 of law to this Honorable Court.

20 158. The Paragraph designated as “158” of the Complaint includes solely legal conclusions, and
21 as such, no response is necessary. However, in the event the Court determines that an answer is required,
22 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
23 of law to this Honorable Court.

24 159. The Paragraph designated as “159” of the Complaint includes solely legal conclusions, and
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1 as such, no response is necessary. However, in the event the Court determines that an answer is required,
2 Loan Prairie states that the referenced statutes and regulations speak for themselves, and refers all questions
3 of law to this Honorable Court.

4 160. The Paragraph designated as “160” of the Complaint includes legal conclusions, and as
5 such, no response is necessary. However, in the event the Court determines that an answer is required,
6 Loan Prairie states that the referenced statutes and regulations speak for themselves, refers all questions of
7 law to this Honorable Court, and admits that murder, drug dealing, extortion, and other criminal acts
8 committed by Cartels in Mexico would constitute a felony if such acts occurred in the United States.
9

10 161. Loan Prairie denies the allegations in Paragraph 161 of the Complaint and refers all
11 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 161 of the
12 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
13 a belief about the truth of such allegations, so same are denied.
14

15 162. Loan Prairie denies the allegations in Paragraph 162 of the Complaint and refers all
16 questions of law to this Honorable Court.

17 163. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
18 to the action herein. To the extent that a response is required, Loan Prairie denies the allegations in
19 Paragraph 163 of the Complaint and refers all questions of law to this Honorable Court.
20

21 164. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
22 to the action herein. To the extent that a response is required, Loan Prairie denies the allegations in
23 Paragraph 164 of the Complaint and refers all questions of law to this Honorable Court.

24 165. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
25 to the action herein. To the extent that a response is required, Loan Prairie denies the allegations in
26 Paragraph 165 of the Complaint and refers all questions of law to this Honorable Court.

27 166. Loan Prairie denies the allegations in Paragraph 166 of the Complaint and refers all
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1 questions of law to this Honorable Court.

2 167. Loan Prairie denies the allegations in Paragraph 167 of the Complaint and refers all
3 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 167 of the
4 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
5 a belief about the truth of such allegations, so same are denied.

6
7 168. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
8 to the action herein. Notwithstanding, Loan Prairie denies the allegations in Paragraph 168 of the Complaint
9 and refers all questions of law to this Honorable Court.

10 169. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
11 to the action herein. Notwithstanding, Loan Prairie denies the allegations in Paragraph 169 of the Complaint
12 and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 169
13 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient
14 to form a belief about the truth of such allegations, so same are denied.

15
16 170. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
17 to the action herein. Notwithstanding, Loan Prairie denies the allegations in Paragraph 170 of the Complaint
18 and refers all questions of law to this Honorable Court.

19 171. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Mexican law does not apply
20 to the action herein. Notwithstanding, Loan Prairie denies the allegations in Paragraph 171 of the Complaint
21 and refers all questions of law to this Honorable Court.

22
23 172. Loan Prairie denies the allegations in Paragraph 172 of the Complaint and refers all
24 questions of law to this Honorable Court.

25 173. Loan Prairie denies the allegations in Paragraph 173 of the Complaint and refers all
26 questions of law to this Honorable Court.

27 174. Loan Prairie denies the allegations in Paragraph 174 of the Complaint and refers all
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1 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 174 of the
2 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
3 a belief about the truth of such allegations, so same are denied.

4 175. Loan Prairie denies the allegations in Paragraph 175 of the Complaint and refers all
5 questions of law to this Honorable Court.

6 176. Loan Prairie denies the allegations in Paragraph 176 of the Complaint and refers all
7 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 176 of the
8 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
9 a belief about the truth of such allegations, so same are denied.

10 177. Loan Prairie denies the allegation as to what these defendants can “justly complain” of in
11 terms of the Mexico’s unwillingness, inability and ineptitude in controlling, preventing and stemming
12 criminal activity within its borders, but denies information or knowledge sufficient to form a belief as to
13 specific programs conducted by law enforcement as set forth in Paragraph 177 of the Complaint.

14 178. Loan Prairie denies the allegations in Paragraph 178 of the Complaint.

15 **VIII. DEFENDANTS’ ALLEGED RICO VIOLATIONS**

16 179. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Plaintiff’s RICO claims
17 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
18 related to or in support of Plaintiff’s RICO claims is required. Notwithstanding, Loan Prairie denies any
19 factual allegations in Paragraph 179 of the Complaint directed against it, refers all questions of law to this
20 Honorable Court, and to the extent any allegations in Paragraph 179 of the Complaint are directed to other
21 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
22 allegations, so same are denied.

23 180. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Plaintiff’s RICO claims
24 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
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1 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
2 factual allegations in Paragraph 180 of the Complaint directed against it, refers all questions of law to this
3 Honorable Court, and to the extent any allegations in Paragraph 180 of the Complaint are directed to other
4 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
5 allegations, so same are denied.
6

7 181. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
8 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
9 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
10 factual allegations in Paragraph 181 of the Complaint directed against it, refers all questions of law to this
11 Honorable Court, and to the extent any allegations in Paragraph 181 of the Complaint are directed to other
12 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
13 allegations, so same are denied.
14

15 182. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
16 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
17 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
18 factual allegations in Paragraph 182 of the Complaint directed against it, refers all questions of law to this
19 Honorable Court, and to the extent any allegations in Paragraph 182 of the Complaint are directed to other
20 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
21 allegations, so same are denied.
22

23 183. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
24 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
25 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
26 factual allegations in Paragraph 183 of the Complaint directed against it, refers all questions of law to this
27 Honorable Court, and to the extent any allegations in Paragraph 183 of the Complaint are directed to other
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1 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
2 allegations, so same are denied.

3 184. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
4 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
5 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
6 factual allegations in Paragraph 184 of the Complaint directed against it, refers all questions of law to this
7 Honorable Court, and to the extent any allegations in Paragraph 184 of the Complaint are directed to other
8 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
9 allegations, so same are denied.
10

11 185. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
12 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
13 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
14 factual allegations in Paragraph 185 of the Complaint directed against it, refers all questions of law to this
15 Honorable Court, and to the extent any allegations in Paragraph 185 of the Complaint are directed to other
16 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
17 allegations, so same are denied.
18

19 186. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
20 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
21 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
22 factual allegations in Paragraph 186 of the Complaint directed against it, refers all questions of law to this
23 Honorable Court, and to the extent any allegations in Paragraph 186 of the Complaint are directed to other
24 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
25 allegations, so same are denied.
26

27 187. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
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1 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
2 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
3 factual allegations in Paragraph 187 of the Complaint directed against it, refers all questions of law to this
4 Honorable Court, and to the extent any allegations in Paragraph 187 of the Complaint are directed to other
5 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
6 allegations, so same are denied.
7

8 188. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
9 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
10 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
11 factual allegations in Paragraph 188 of the Complaint directed against it, refers all questions of law to this
12 Honorable Court, and to the extent any allegations in Paragraph 188 of the Complaint are directed to other
13 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
14 allegations, so same are denied.
15

16 189. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
17 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
18 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
19 factual allegations in Paragraph 189 of the Complaint directed against it, refers all questions of law to this
20 Honorable Court, and to the extent any allegations in Paragraph 189 of the Complaint are directed to other
21 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
22 allegations, so same are denied.
23

24 190. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
25 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
26 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
27 factual allegations in Paragraph 190 of the Complaint directed against it, refers all questions of law to this
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1 Honorable Court, and to the extent any allegations in Paragraph 190 of the Complaint are directed to other
2 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
3 allegations, so same are denied.

4 191. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
5 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
6 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
7 factual allegations in Paragraph 191 of the Complaint directed against it, refers all questions of law to this
8 Honorable Court, and to the extent any allegations in Paragraph 191 of the Complaint are directed to other
9 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
10 allegations, so same are denied.

11 192. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
12 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
13 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
14 factual allegations in Paragraph 192 of the Complaint directed against it, refers all questions of law to this
15 Honorable Court, and to the extent any allegations in Paragraph 192 of the Complaint are directed to other
16 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
17 allegations, so same are denied.

18 193. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
19 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
20 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
21 factual allegations in Paragraph 193 of the Complaint directed against it, refers all questions of law to this
22 Honorable Court, and to the extent any allegations in Paragraph 193 of the Complaint are directed to other
23 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
24 allegations, so same are denied.

1 194. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
2 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
3 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
4 factual allegations in Paragraph 194 of the Complaint directed against it, refers all questions of law to this
5 Honorable Court, and to the extent any allegations in Paragraph 194 of the Complaint are directed to other
6 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
7 allegations, so same are denied.
8

9 195. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
10 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
11 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
12 factual allegations in Paragraph 195 of the Complaint directed against it, refers all questions of law to this
13 Honorable Court, and to the extent any allegations in Paragraph 195 of the Complaint are directed to other
14 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
15 allegations, so same are denied.
16

17 196. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
18 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
19 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
20 factual allegations in Paragraph 196 of the Complaint directed against it, refers all questions of law to this
21 Honorable Court, and to the extent any allegations in Paragraph 196 of the Complaint are directed to other
22 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
23 allegations, so same are denied.
24

25 197. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
26 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
27 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
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1 factual allegations in Paragraph 197 of the Complaint directed against it, refers all questions of law to this
2 Honorable Court, and to the extent any allegations in Paragraph 197 of the Complaint are directed to other
3 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
4 allegations, so same are denied.

5
6 198. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
7 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
8 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
9 factual allegations in Paragraph 198 of the Complaint directed against it, refers all questions of law to this
10 Honorable Court, and to the extent any allegations in Paragraph 198 of the Complaint are directed to other
11 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
12 allegations, so same are denied.

13
14 199. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
15 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
16 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
17 factual allegations in Paragraph 199 of the Complaint directed against it, refers all questions of law to this
18 Honorable Court, and to the extent any allegations in Paragraph 199 of the Complaint are directed to other
19 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
20 allegations, so same are denied.

21
22 200. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
23 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
24 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
25 factual allegations in Paragraph 200 of the Complaint directed against it, refers all questions of law to this
26 Honorable Court, and to the extent any allegations in Paragraph 200 of the Complaint are directed to other
27 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
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1 allegations, so same are denied.

2 201. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
3 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
4 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
5 factual allegations in Paragraph 201 of the Complaint directed against it, refers all questions of law to this
6 Honorable Court, and to the extent any allegations in Paragraph 201 of the Complaint are directed to other
7 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
8 allegations, so same are denied.

9
10 202. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
11 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
12 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
13 factual allegations in Paragraph 202 of the Complaint directed against it, refers all questions of law to this
14 Honorable Court, and to the extent any allegations in Paragraph 202 of the Complaint are directed to other
15 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
16 allegations, so same are denied.

17
18 203. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
19 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
20 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
21 factual allegations in Paragraph 203 of the Complaint directed against it, refers all questions of law to this
22 Honorable Court, and to the extent any allegations in Paragraph 203 of the Complaint are directed to other
23 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
24 allegations, so same are denied.

25
26 204. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
27 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
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1 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
2 factual allegations in Paragraph 204 of the Complaint directed against it, refers all questions of law to this
3 Honorable Court, and to the extent any allegations in Paragraph 204 of the Complaint are directed to other
4 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
5 allegations, so same are denied.
6

7 205. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
8 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
9 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
10 factual allegations in Paragraph 205 of the Complaint directed against it, refers all questions of law to this
11 Honorable Court, and to the extent any allegations in Paragraph 205 of the Complaint are directed to other
12 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
13 allegations, so same are denied.
14

15 206. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
16 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
17 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
18 factual allegations in Paragraph 206 of the Complaint directed against it, refers all questions of law to this
19 Honorable Court, and to the extent any allegations in Paragraph 206 of the Complaint are directed to other
20 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
21 allegations, so same are denied.
22

23 207. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
24 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
25 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
26 factual allegations in Paragraph 207 of the Complaint directed against it, refers all questions of law to this
27 Honorable Court, and to the extent any allegations in Paragraph 207 of the Complaint are directed to other
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1 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
2 allegations, so same are denied.

3 208. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
4 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
5 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
6 factual allegations in Paragraph 208 of the Complaint directed against it, refers all questions of law to this
7 Honorable Court, and to the extent any allegations in Paragraph 208 of the Complaint are directed to other
8 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
9 allegations, so same are denied.

10
11 209. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
12 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
13 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
14 factual allegations in Paragraph 209 of the Complaint directed against it, refers all questions of law to this
15 Honorable Court, and to the extent any allegations in Paragraph 209 of the Complaint are directed to other
16 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
17 allegations, so same are denied.

18
19 210. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
20 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
21 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
22 factual allegations in Paragraph 210 of the Complaint directed against it, refers all questions of law to this
23 Honorable Court, and to the extent any allegations in Paragraph 210 of the Complaint are directed to other
24 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
25 allegations, so same are denied.

26
27 211. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
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1 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
2 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
3 factual allegations in Paragraph 211 of the Complaint directed against it, refers all questions of law to this
4 Honorable Court, and to the extent any allegations in Paragraph 211 of the Complaint are directed to other
5 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
6 allegations, so same are denied.
7

8 212. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
9 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
10 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
11 factual allegations in Paragraph 212 of the Complaint directed against it, refers all questions of law to this
12 Honorable Court, and to the extent any allegations in Paragraph 212 of the Complaint are directed to other
13 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
14 allegations, so same are denied.
15

16 213. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
17 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
18 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
19 factual allegations in Paragraph 213 of the Complaint directed against it, refers all questions of law to this
20 Honorable Court, and to the extent any allegations in Paragraph 213 of the Complaint are directed to other
21 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
22 allegations, so same are denied.
23

24 214. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
25 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
26 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
27 factual allegations in Paragraph 214 of the Complaint directed against it, refers all questions of law to this
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1 Honorable Court, and to the extent any allegations in Paragraph 214 of the Complaint are directed to other
2 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
3 allegations, so same are denied.

4 215. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
5 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
6 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
7 factual allegations in Paragraph 215 of the Complaint directed against it, refers all questions of law to this
8 Honorable Court, and to the extent any allegations in Paragraph 215 of the Complaint are directed to other
9 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
10 allegations, so same are denied.

11 216. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims
12 (Counts Nine through Thirteen of the Complaint) were dismissed. As such, no response to the allegations
13 related to or in support of Plaintiff's RICO claims is required. Notwithstanding, Loan Prairie denies any
14 factual allegations in Paragraph 216 of the Complaint directed against it, refers all questions of law to this
15 Honorable Court, and to the extent any allegations in Paragraph 216 of the Complaint are directed to other
16 defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such
17 allegations, so same are denied.

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19
20 **IX. DEFENDANTS' ALLEGED CONSUMER FRAUD STATUTE VIOLATIONS**

21 217. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
22 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
23 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
24 Prairie denies the allegations in Paragraph 217 of the Complaint, refers all questions of law to this
25 Honorable Court, and to the extent that the allegations in Paragraph 217 of the Complaint are directed to
26 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 such allegations, so same are denied.

2 218. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
3 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
4 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
5 Prairie denies the allegations in Paragraph 218 of the Complaint, refers all questions of law to this
6 Honorable Court, and to the extent that the allegations in Paragraph 218 of the Complaint are directed to
7 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
8 such allegations, so same are denied.
9

10 219. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
11 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
12 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
13 Prairie denies the allegations in Paragraph 219 of the Complaint, refers all questions of law to this
14 Honorable Court, and to the extent that the allegations in Paragraph 219 of the Complaint are directed to
15 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
16 such allegations, so same are denied.
17

18 220. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
19 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
20 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
21 Prairie denies the allegations in Paragraph 220 of the Complaint, refers all questions of law to this
22 Honorable Court, and to the extent that the allegations in Paragraph 220 of the Complaint are directed to
23 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
24 such allegations, so same are denied.
25

26 221. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
27 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
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1 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
2 Prairie denies the allegations in Paragraph 221 of the Complaint, refers all questions of law to this
3 Honorable Court, and to the extent that the allegations in Paragraph 221 of the Complaint are directed to
4 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
5 such allegations, so same are denied.
6

7 222. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
8 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
9 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
10 Prairie denies the allegations in Paragraph 222 of the Complaint, refers all questions of law to this
11 Honorable Court, and to the extent that the allegations in Paragraph 222 of the Complaint are directed to
12 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
13 such allegations, so same are denied.
14

15 223. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
16 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
17 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
18 Prairie denies the allegations in Paragraph 223 of the Complaint, refers all questions of law to this
19 Honorable Court, and to the extent that the allegations in Paragraph 223 of the Complaint are directed to
20 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
21 such allegations, so same are denied.
22

23 224. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
24 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
25 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
26 Prairie denies the allegations in Paragraph 224 of the Complaint, refers all questions of law to this
27 Honorable Court, and to the extent that the allegations in Paragraph 224 of the Complaint are directed to
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1 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
2 such allegations, so same are denied.

3 225. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
4 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
5 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
6 Prairie denies the allegations in Paragraph 225 of the Complaint, refers all questions of law to this
7 Honorable Court, and to the extent that the allegations in Paragraph 225 of the Complaint are directed to
8 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
9 such allegations, so same are denied.

10
11 226. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
12 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
13 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
14 Prairie denies the allegations in Paragraph 226 of the Complaint, refers all questions of law to this
15 Honorable Court, and to the extent that the allegations in Paragraph 226 of the Complaint are directed to
16 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
17 such allegations, so same are denied.

18
19 227. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
20 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
21 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
22 Prairie denies the allegations in Paragraph 227 of the Complaint, refers all questions of law to this
23 Honorable Court, and to the extent that the allegations in Paragraph 227 of the Complaint are directed to
24 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
25 such allegations, so same are denied.

26
27 228. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
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1 Consumer Fraud Act (“CFA”) claim (Count Seven of the Complaint) was dismissed. As such, no response
2 to the allegations related to or in support of Plaintiff’s CFA claims is required. Notwithstanding, Loan
3 Prairie denies the allegations in Paragraph 228 of the Complaint, refers all questions of law to this
4 Honorable Court, and to the extent that the allegations in Paragraph 228 of the Complaint are directed to
5 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
6 such allegations, so same are denied.
7

8 229. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Plaintiff’s Arizona
9 Consumer Fraud Act (“CFA”) claim (Count Seven of the Complaint) was dismissed. As such, no response
10 to the allegations related to or in support of Plaintiff’s CFA claims is required. Notwithstanding, Loan
11 Prairie denies the allegations in Paragraph 229 of the Complaint, refers all questions of law to this
12 Honorable Court, and to the extent that the allegations in Paragraph 229 of the Complaint are directed to
13 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
14 such allegations, so same are denied.
15

16 230. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Plaintiff’s Arizona
17 Consumer Fraud Act (“CFA”) claim (Count Seven of the Complaint) was dismissed. As such, no response
18 to the allegations related to or in support of Plaintiff’s CFA claims is required. Notwithstanding, Loan
19 Prairie denies the allegations in Paragraph 230 of the Complaint, refers all questions of law to this
20 Honorable Court, and to the extent that the allegations in Paragraph 230 of the Complaint are directed to
21 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
22 such allegations, so same are denied.
23

24 231. Pursuant to this Court’s March 25, 2024 Order (ECF Doc. 50), Plaintiff’s Arizona
25 Consumer Fraud Act (“CFA”) claim (Count Seven of the Complaint) was dismissed. As such, no response
26 to the allegations related to or in support of Plaintiff’s CFA claims is required. Notwithstanding, Loan
27 Prairie denies the allegations in Paragraph 231 of the Complaint, refers all questions of law to this
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1 Honorable Court, and to the extent that the allegations in Paragraph 231 of the Complaint are directed to
2 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
3 such allegations, so same are denied.

4 232. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
5 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
6 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
7 Prairie denies the allegations in Paragraph 232 of the Complaint, refers all questions of law to this
8 Honorable Court, and to the extent that the allegations in Paragraph 232 of the Complaint are directed to
9 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
10 such allegations, so same are denied.

11 233. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
12 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
13 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
14 Prairie denies the allegations in Paragraph 233 of the Complaint, refers all questions of law to this
15 Honorable Court, and to the extent that the allegations in Paragraph 233 of the Complaint are directed to
16 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
17 such allegations, so same are denied.

18 234. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
19 Consumer Fraud Act ("CFA") claim (Count Seven of the Complaint) was dismissed. As such, no response
20 to the allegations related to or in support of Plaintiff's CFA claims is required. Notwithstanding, Loan
21 Prairie denies the allegations in Paragraph 234 of the Complaint, refers all questions of law to this
22 Honorable Court, and to the extent that the allegations in Paragraph 234 of the Complaint are directed to
23 other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
24 such allegations, so same are denied.

X. DEFENDANTS' ALLEGED HARM TO GOVERNMENT

235. Loan Prairie denies the allegations in Paragraph 235 of the Complaint. To the extent that the allegations in Paragraph 235 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

236. Loan Prairie denies the allegations in Paragraph 236 of the Complaint and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 236 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

237. Loan Prairie denies the allegations in Paragraph 237 of the Complaint and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 237 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

238. Loan Prairie denies the allegations in Paragraph 238 of the Complaint and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 238 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

239. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 239 of the Complaint.

240. Loan Prairie denies the allegations in Paragraph 240 of the Complaint and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 240 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations.

241. Loan Prairie denies the allegations in Paragraph 241 of the Complaint and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 241 of the

1 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
2 a belief about the truth of such allegations, so same are denied.

3 242. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
4 the allegations in Paragraph 242 of the Complaint regarding any link between “gun trafficking from the
5 United States” to “horrendous consequences in Mexico” and as well as the increase in illegal gun ownership
6 and homicide rate in Mexico. Loan Prairie denies the remaining allegations in Paragraph 242 of the
7 Complaint.
8

9 243. Loan Prairie denies the allegations in Paragraph 243 of the Complaint.

10 244. Loan Prairie denies the allegations in Paragraph 244 of the Complaint.

11 245. Loan Prairie denies the allegations in Paragraph 245 of the Complaint.

12 246. Loan Prairie denies the allegations in Paragraph 246 of the Complaint.

13 247. Loan Prairie denies the allegations in Paragraph 247 of the Complaint. To the extent that the
14 allegations in Paragraph 247 of the Complaint are directed to other defendants, Loan Prairie denies
15 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.
16

17 248. Loan Prairie denies the allegations in Paragraph 248 of the Complaint and refers all
18 questions of law as to what damages are legally recoverable by Plaintiff to this Honorable Court.

19 249. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
20 the allegations in Paragraph 249 regarding life expectancy trends in Mexico, but denies the allegation that
21 deaths caused by firearms sold by Loan Prairie was causally related to any such downward trends. To the
22 extent that the allegations in Paragraph 249 of the Complaint are directed to other defendants, Loan Prairie
23 denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are
24 denied.
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26 250. Loan Prairie denies the allegations in Paragraph 250 of the Complaint.

27 251. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
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1 the allegations in Paragraph 251 of the Complaint.

2 252. Loan Prairie denies the allegations in Paragraph 252 of the Complaint. To the extent that the
3 allegations in Paragraph 252 of the Complaint are directed to other defendants, Loan Prairie denies
4 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

5 253. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
6 the allegations in Paragraph 253 of the Complaint, and will hold Plaintiff to its proof in admissible form.

7 254. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
8 the allegations in Paragraph 254 of the Complaint, and will hold Plaintiff to its proof in admissible form.

9 255. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
10 the allegations in Paragraph 255 of the Complaint, and will hold Plaintiff to its proof in admissible form.

11 256. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
12 the allegations in Paragraph 256 of the Complaint, and will hold Plaintiff to its proof in admissible form.

13 257. Loan Prairie denies knowledge or information sufficient to form a belief about the truth of
14 the allegations in Paragraph 257 of the Complaint, and will hold Plaintiff to its proof in admissible form.

15 258. Loan Prairie denies the allegations in Paragraph 258 of the Complaint. To the extent that the
16 allegations in Paragraph 258 of the Complaint are directed to other defendants, Loan Prairie denies
17 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

18 259. Loan Prairie denies the allegations in Paragraph 259 of the Complaint and refers all
19 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 259 of the
20 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
21 a belief about the truth of such allegations, so same are denied.

22 260. Loan Prairie denies the allegations in Paragraph 260 of the Complaint and refers all
23 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 260 of the
24 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
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1 a belief about the truth of such allegations, so same are denied.

2 **XI. CLAIMS FOR RELIEF**

3 **COUNT ONE**
4 **(NEGLIGENCE)**

5 261. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
6 succeeding Paragraph as though fully set forth herein.

7 262. Loan Prairie denies the allegations in Paragraph 262 of the Complaint and refers all
8 questions of law to this Honorable Court.

9 263. Loan Prairie denies the allegations in Paragraph 263 of the Complaint and refers all
10 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 263 of the
11 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
12 a belief about the truth of such allegations, so same are denied.

13 264. Loan Prairie denies the allegations in Paragraph 264 of the Complaint and refers all
14 questions of law to this Honorable Court.

15 265. Loan Prairie denies the allegations in Paragraph 265 of the Complaint and refers all
16 questions of law to this Honorable Court.

17 **COUNT TWO**
18 **(PUBLIC NUISANCE)**

19 266. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
20 succeeding Paragraph as though fully set forth herein.

21 267. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
22 claim was dismissed. As such, no response to this claim is required.

23 268. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
24 claim was dismissed. As such, no response to this claim is required.

25 269. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
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1 claim was dismissed. As such, no response to this claim is required.

2 270. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
3 claim was dismissed. As such, no response to this claim is required.

4 271. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
5 claim was dismissed. As such, no response to this claim is required.

6 272. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
7 claim was dismissed. As such, no response to this claim is required.

8 273. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's public nuisance
9 claim was dismissed. As such, no response to this claim is required.

10
11 **COUNT THREE**
12 **(NEGLIGENT ENTRUSTMENT)**

13 274. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
14 succeeding Paragraph as though fully set forth herein.

15 275. Loan Prairie denies the allegations in Paragraph 275 of the Complaint and refers all
16 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 275 of the
17 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
18 a belief about the truth of such allegations, so same are denied.

19 276. Loan Prairie denies the allegations in Paragraph 276 of the Complaint and refers all
20 questions of law to this Honorable Court.

21 277. Loan Prairie denies the allegations in Paragraph 277 of the Complaint and refers all
22 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 277 of the
23 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
24 a belief about the truth of such allegations, so same are denied.

25 278. Loan Prairie denies the allegations in Paragraph 278 of the Complaint and refers all
26 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 278 of the
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1 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
2 a belief about the truth of such allegations, so same are denied.

3 279. Loan Prairie denies the allegations in Paragraph 279 of the Complaint and refers all
4 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 279 of the
5 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
6 a belief about the truth of such allegations, so same are denied.

7
8 280. Loan Prairie denies the allegations in Paragraph 280 of the Complaint and refers all
9 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 280 of the
10 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
11 a belief about the truth of such allegations, so same are denied.

12 281. Loan Prairie denies the allegations in Paragraph 281 of the Complaint.

13 282. Loan Prairie denies the allegations in Paragraph 282 of the Complaint and refers all
14 questions of law to this Honorable Court.

15 283. Loan Prairie denies the allegations in Paragraph 283 of the Complaint and refers all
16 questions of law to this Honorable Court.

17
18 **COUNT FOUR**
19 **(NEGLIGENCE PER SE)**

20 284. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
21 succeeding Paragraph as though fully set forth herein.

22 285. Loan Prairie denies the allegations in Paragraph 285 of the Complaint and refers all
23 questions of law to this Honorable Court.

24 286. Loan Prairie denies the allegations in Paragraph 286 of the Complaint and refers all
25 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 286 of the
26 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
27 a belief about the truth of such allegations, so same are denied.
28

1 287. Loan Prairie denies the allegations in Paragraph 287 of the Complaint and refers all
2 questions of law to this Honorable Court.

3
4 **COUNT FIVE**
5 **(GROSS NEGLIGENCE)**

6 288. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
7 succeeding Paragraph as though fully set forth herein.

8 289. Loan Prairie denies the allegations in Paragraph 289 of the Complaint and refers all
9 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 289 of the
10 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
11 a belief about the truth of such allegations, so same are denied.

12 290. Loan Prairie denies the allegations in Paragraph 290 of the Complaint and refers all
13 questions of law to this Honorable Court.

14 291. Loan Prairie denies the allegations in Paragraph 291 of the Complaint and refers all
15 questions of law to this Honorable Court.

16 292. Loan Prairie denies the allegations in Paragraph 292 of the Complaint and refers all
17 questions of law to this Honorable Court.

18 293. Loan Prairie denies the allegations in Paragraph 293 of the Complaint and refers all
19 questions of law to this Honorable Court.

20 **COUNT SIX**
21 **(UNJUST ENRICHMENT AND RESTITUTION)**

22 294. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
23 succeeding Paragraph as though fully set forth herein.

24 295. Loan Prairie denies the allegations in Paragraph 295 of the Complaint. To the extent that the
25 allegations in Paragraph 295 of the Complaint are directed to other defendants, Loan Prairie denies
26
27
28

1 knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

2 296. Loan Prairie denies the allegations in Paragraph 296 of the Complaint and refers all
3 questions of law to this Honorable Court.

4 297. Loan Prairie denies the allegations in Paragraph 297 of the Complaint and refers all
5 questions of law to this Honorable Court.

6 298. Loan Prairie denies the allegations in Paragraph 298 of the Complaint and refers all
7 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 298 of the
8 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
9 a belief about the truth of such allegations, so same are denied.

10 299. Loan Prairie denies the allegations in Paragraph 299 of the Complaint and refers all
11 questions of law to this Honorable Court.

12 300. Loan Prairie denies the allegations in Paragraph 300 of the Complaint and refers all
13 questions of law to this Honorable Court. To the extent that the allegations in Paragraph 300 of the
14 Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form
15 a belief about the truth of such allegations, so same are denied.

16 301. Loan Prairie denies the allegations in Paragraph 301 of the Complaint and refers all
17 questions of law to this Honorable Court.

18 302. Loan Prairie denies the allegations in Paragraph 302 of the Complaint and refers all
19 questions of law to this Honorable Court.

20
21
22
23 **COUNT SEVEN**
24 **(ARIZONA'S CONSUMER FRAUD ACT)**

25 303. Loan Prairie hereby repeats and incorporates by reference its response to each precedent and
26 succeeding Paragraph as though fully set forth herein.

27 304. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona
28 Consumer Fraud Act claim was dismissed. As such, no response to this claim is required.

305. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona Consumer Fraud Act claim was dismissed. As such, no response to this claim is required.

306. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona Consumer Fraud Act claim was dismissed. As such, no response to this claim is required.

307. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona Consumer Fraud Act claim was dismissed. As such, no response to this claim is required.

308. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona Consumer Fraud Act claim was dismissed. As such, no response to this claim is required.

309. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's Arizona Consumer Fraud Act claim was dismissed. As such, no response to this claim is required.

COUNT EIGHT
(PUNITIVE DAMAGES)

310. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and succeeding Paragraph as though fully set forth herein.

311. Loan Prairie denies the allegations in Paragraph 311 of the Complaint and refers all questions of law to this Honorable Court. To the extent that the allegations in Paragraph 311 of the Complaint are directed to other defendants, Loan Prairie denies knowledge or information sufficient to form a belief about the truth of such allegations, so same are denied.

312. Loan Prairie denies the allegations in Paragraph 312 of the Complaint and refers all questions of law to this Honorable Court.

313. Loan Prairie denies the allegations in Paragraph 313 of the Complaint and refers all questions of law to this Honorable Court.

COUNT NINE
(RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)
18 U.S.C. § 1962(c)

Defendant SnG Tactical

1 dismissed. As such, no response to this claim is required.

2 325. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
3 dismissed. As such, no response to this claim is required.

4
5 **COUNT ELEVEN**
6 **(RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)**
7 **18 U.S.C. § 1962(c)**

8 **Defendant Sprague's Sports**

9 326. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
10 succeeding Paragraph as though fully set forth herein.

11 327. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
12 dismissed. As such, no response to this claim is required.

13 328. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
14 dismissed. As such, no response to this claim is required.

15 329. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
16 dismissed. As such, no response to this claim is required.

17 330. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
18 dismissed. As such, no response to this claim is required.

19 331. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
20 dismissed. As such, no response to this claim is required.

21
22 **COUNT TWELVE**
23 **(RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)**
24 **18 U.S.C. § 1962(c)**

25 **Defendant Ammo AZ**

26 332. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
27 succeeding Paragraph as though fully set forth herein.

28 333. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were

1 dismissed. As such, no response to this claim is required.

2 334. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
3 dismissed. As such, no response to this claim is required.

4 335. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
5 dismissed. As such, no response to this claim is required.

6 336. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
7 dismissed. As such, no response to this claim is required.

8 337. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
9 dismissed. As such, no response to this claim is required.

10
11 **COUNT TWELVE**
12 **(RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)**
13 **18 U.S.C. § 1962(c)**

14 **Defendant The Hub**

15 338. Loan Prairie hereby repeats and incorporates by reference its response to each preceding and
16 succeeding Paragraph as though fully set forth herein.

17 339. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
18 dismissed. As such, no response to this claim is required.

19 340. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
20 dismissed. As such, no response to this claim is required.

21 341. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
22 dismissed. As such, no response to this claim is required.

23 342. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
24 dismissed. As such, no response to this claim is required.

25 343. Pursuant to this Court's March 25, 2024 Order (ECF Doc. 50), Plaintiff's RICO claims were
26 dismissed. As such, no response to this claim is required.
27
28

XII. DEMAND FOR JUDGMENT

Defendant denies each and every allegation contained in the Demand for Judgment of Plaintiff's Complaint, including the allegations contained in the Paragraphs designated "a" through "k" of same.

GENERAL DENIAL

Any allegation in the Complaint that is not specifically admitted is denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint, and each and every cause of action contained therein, is barred by the substantive immunity provided by the Protection of Lawful Commerce in Arms Act, 15 U.S.C. §§ 7901-03.

2. Plaintiff lacks Article III Standing to bring this suit.

3. Plaintiff's claims fail due to a lack of proximate causation.

4. Plaintiff's Complaint, and each and every cause of action contained therein, fails to state facts sufficient to state a claim.

5. Each of Plaintiff's causes of action in the Complaint are barred, in whole or in part, by the applicable statutes of limitations, thereby barring recovery of any damages, or a reduction thereto.

6. Plaintiff failed to add parties indispensable to this case, including, but not limited to, the United States Government (including but not limited to the DOJ, ATF, ICE, DEA, FBI and DHS), the alleged straw purchasers identified or unidentified in the Complaint, the alleged firearm traffickers identified and unidentified in the Complaint, the people who allegedly committed crimes with firearms sold by defendants, Mexican government, military, and law enforcement officials who supply illegal firearms to cartels, the foreign sources of firearms for cartels in Mexico, including those located in Central and South America, and the cartel members, associates, or agents thereof.

7. Any damages suffered by Plaintiff were proximately caused, in whole or in part, by the failure of Plaintiff to exercise reasonable care in curtailing and/or remedying the ongoing violence inflicted by the cartels on its own people, and therefore, Plaintiff's recovery, if any, must be diminished by the proportion of the negligence, acquiescence, and/or inaction of Plaintiff, which proximately caused or contributed to Plaintiff's alleged damages.

1 8. Any damages suffered by Plaintiff were proximately caused, in whole or in part, by the
2 negligence or other actionable conduct of persons or entities other than Loan Prairie. Therefore, should
3 Loan Prairie be found liable to Plaintiff as a result of the incidents alleged in the Complaint, the amount
4 of Plaintiff's recovery, if any, should be no greater than an amount which is equal to Loan Prairie's
5 proportionate share, if any, of the combined negligence or other actionable conduct of those persons or
6 entities whose negligence or actionable conduct proximately caused Plaintiff's alleged damages.

7 9. Plaintiff has failed to mitigate its damages, if any, suffered as a result of the incidents set
8 forth in the Complaint.

9 10. Plaintiff's claims for damages are barred by the economic loss rule.

10 11. Any damages suffered by Plaintiff were a direct and proximate result of superseding and
11 intervening cause(s) based on the numerous criminal actions committed subsequent to any sale of
12 firearms by Loan Prairie and before the alleged harm to Plaintiff.

13 12. Plaintiff is estopped from claiming the damages alleged against Loan Prairie in the
14 Complaint because of Plaintiff's negligence, improper conduct, acquiescence and/or inaction in creating,
15 failing to curtail or remedy the ongoing violence inflicted by the cartels on its own people, including the
16 doctrine of unclean hands.

17 13. Plaintiff's claims for punitive and/or exemplary damages are precluded by operation of
18 Ariz. Rev. Stat. § 12-689.

19 14. Plaintiff is not entitled to a damage award violative of Loan Prairie's due process and
20 equal protection rights, other rights set forth in the United States Constitution or rights granted by the
21 Arizona Constitution. Loan Prairie expressly reserves any and all constitutional defenses, claims, and
22 arguments against the imposition of punitive damages against it or the amount of same or in any other
23 manner relating to punitive damages. Plaintiff's claim for punitive damages against Loan Prairie:
24 violates the Sixth Amendment of the United States Constitution because Loan Prairie is not informed of
25 the nature and cause of the accusations against it, and thus, the allegations are void for vagueness;
26 violates Loan Prairie's rights to substantive and procedural due process as provided in the Fifth and
27 Fourteenth Amendments of the United States Constitution; violates the due process clause of Fourteenth
28 Amendment to the United States Constitution; violates Loan Prairie's right to equal protection as

1 provided in the Fourteenth Amendment to the United States Constitution; violates Loan Prairie's right to
2 contract, as provided in Article I, Section 10 of the United States Constitution; exposes Loan Prairie to
3 double jeopardy in violation of the Fifth Amendment of the United States Constitution; constitutes an
4 impermissible burden on international and interstate commerce in violation of Article I, Section 8 of the
5 United States Constitution; violates the separation of powers doctrine embodied in Article VI of the
6 United States Constitution; and constitutes the imposition of an excessive fine in violation of Loan
7 Prairie's rights provided in the Eighth Amendment of the United States Constitution. Plaintiff's claim
8 for punitive or exemplary damages is further barred by Article 2, Section 4, of the Arizona Constitution.

9 15. Loan Prairie invokes the provisions of Title 12, Chapter 16 of the Arizona Revised
10 Statutes, the Uniform Contribution Among Tortfeasors Act, including the right to contribution, pro rata
11 shares, release, comparative negligence, the lack of joint and several liability, and apportionment of
12 fault.

13 16. Plaintiff's claims against Loan Prairie are barred or should be reduced by the comparative
14 fault of others, including, but not limited to, Plaintiff, pursuant to Ariz. Rev. Stat. § 12-2506.

15 17. Loan Prairie did not owe Plaintiff a legal duty to protect Plaintiff or its citizens from the
16 particular risk of harm that caused, or was the substantial factor in causing, the incidents alleged in the
17 Complaint.

18 18. Plaintiff lacks prudential standing based on its quasi-sovereign interest in the health and
19 well-being of its residents because *parens patriae* standing should not be recognized in a foreign nation
20 unless there is a clear indication of intent to grant such standing expressed by the Supreme Court or by
21 the two coordinate branches of government.

22 19. All or a portion of Plaintiff's claims are barred due to the law of the case doctrine.

23 20. Upon information and belief, Plaintiff, including its officials, agents, employees, and
24 representatives, or others over whom they had control, spoliated evidence that was subject to discovery
25 in this lawsuit and would be admissible evidence at trial, thereby depriving this Court and Loan Prairie
26 of such evidence, and therefore, Plaintiff's suit should be barred or an adverse inference given to the
27 jury in favor of Loan Prairie.

28 21. The Court lacks subject matter jurisdiction over this case.

22. There was no special relationship between Loan Prairie and Plaintiff and/or the third-party actors at fault, so Loan Prairie did not owe Plaintiff a duty as a matter of law.

23. Plaintiff's claims are in violation of the First Amendment of the United States Constitution, which guarantees Loan Prairie's right to commercial free speech.

24. Plaintiff's claims are in violation of the Second Amendment of the United States Constitution, which guarantees the right to bear arms, and the citizenry's right to access such arms from Defendant.

25. Plaintiff's claims are barred by the provisions of the Commerce Clause of the Constitution of the United States, Article I, Section 8.

26. Plaintiff's negligent entrustment claim fails because this cause of action is inapplicable in the context of the sales of chattel alleged in the Complaint.

27. Plaintiff's claims for relief before the Court violate the United States and Arizona State constitutional separation of powers in that Plaintiff seeks to have the judicial branch create legislative policy.

28. Plaintiff's claims are too remote and derivative to permit recovery as a matter of law.

29. Plaintiff's Complaint, which aggregates unidentified shootings by unidentified persons in unidentified circumstances over an unspecified period of time, is barred by the Seventh Amendment of the Constitution of the United States.

30. Plaintiff's claims are barred by the doctrine of laches.

31. Loan Prairie reserves the right to amend its answer to raise additional affirmative defenses that may be disclosed during discovery.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Loan Prairie demands a trial by jury of all issues triable of right by a jury in this action.

WHEREFORE, Loan Prairie hereby requests the following relief:

1. That Plaintiff takes nothing by its Complaint;
2. That Plaintiff's Complaint be dismissed with prejudice on the merits;

3. That Loan Prairie recovers its costs, attorney's fees, and disbursements herein; and
4. Such other relief as the Court herein deems just and equitable.

Dated: April 8, 2024

RENZULLI LAW FIRM LLP

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Diamondback Shooting Sports, Inc.,
Loan Prairie, LLC d/b/a The Hub,
SNG Tactical, LLC and
Sprague's Sports, Inc.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of April, 2024, I filed the foregoing using CM/ECF which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

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